

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

HARTFORD FIRE INSURANCE CO.,)
Plaintiff,)
vs.) CIVIL ACTION NO. 08-00623-KD-N
THE MITCHELL COMPANY, INC.,)
and JOSEPH J. CAMPUS, III,)
Defendants.)

JUDGMENT

In accordance with the Order entered on this date, it is hereby **ORDERED, ADJUDGED** and **DECREEED** that Hartford's motion for summary judgment on its declaratory judgment claim is **GRANTED** such that there is no coverage for TMC for Campus' alleged misconduct under the Policy. It is further **ORDERED, ADJUDGED**, and **DECREEED** that Hartford's motion for summary judgment on TMC's breach of contract and bad faith counterclaims, as well as TMC's partial motion for summary judgment on Hartford's declaratory judgment claim, are **MOOT**.¹

DONE and **ORDERED** this the 15th day of December 2010.

/s/ Kristi K. DuBose
KRISTI K. DUBOSE
UNITED STATES DISTRICT JUDGE

¹ Campus moved for summary judgment as to Hartford's only claim against him: "[t]o the extent that the Court determines that Hartford has any liability to [TMC] under the ... Policy, Campus is liable to Hartford in an equal amount and Hartford is entitled to a matching judgment against Campus for any amounts that Hartford may be adjudged liable to [TMC]." (Doc. 1 at ¶72). In light of the foregoing, it is also **ORDERED, ADJUDGED** and **DECREEED** that Campus' motion for summary judgment (Docs. 125, 126) is **MOOT**.